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1 OF 1 UNIVERSITY PROFESSORS.
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ABSTRACT

The agreement reached between Eastern Michigan University and the Eastern Michigan University Chapter of the American Association of University Professors (AAUP) is presented. Items covered in the agreement include: recognition of agent; grievance procedures; layoff and recall; professional responsibilities of faculty; compensation including salaries and fringe benefits; faculty personnel files; appointments, termination, evaluation, promotion, and tenure; faculty committees; and leaves. Also covered are sabbatical leaves and research fellowships, special conferences, right to manage, and strikes and lockouts. The appendices contain tables showing one-time equity adjustment and (salary) level of coverage after one year of service, and letters of agreement. (SPG)

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September, 1976

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AGREEMENT

Agreement entered into this 23rd day of September, 1976, by and between Eastern Michigan University (hereinafter "EMU") and the Eastern Michigan University Chapter of the American Association of University Professors (hereinafter the "Association").

ARTICLE I. DEFINITIONS

A. "EMU" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agents.

B. "Association" means Eastern Michigan University Chapter, American Association of University Professors.

C. "Faculty Member" means a person employed in the Bargaining Unit as defined in Article III.

D. "Unit" or "Bargaining Unit" means the Faculty Members collectively covered by Article III.

E. Pronouns of masculine and feminine gender include each other.

ARTICLE II. GENERAL PURPOSES AND INTENT

EMU and the Association recognize their responsibilities under federal, state and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, age, marital status, nationality, political belief, or for participation in or affiliation with any labor organization. (It is recognized that age may be a factor in compulsory retirement and benefit programs.)

Faculty Members, while not conducting their faculty responsibilities, shall have the same rights to participate in political activities as other citizens. This statement shall not be construed to constitute an infringement upon the academic freedom of any Faculty Member.

EMU and the Association agree that the provisions of this Agreement shall apply to all Faculty Members without discrimination.

EMU and the Association fully affirm the principle of academic freedom in both teaching and research. The right of academic freedom shall be the right of every Faculty Member.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of EMU and the Association. EMU and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives.

ARTICLE III. RECOGNITION OF AGENT

A. Pursuant to and in accordance with all he applicable provisions of Acts 176 of the Public Acts of 1939 and 336 of the Public Acts of 1947, as amended, EMU does hereby recognize the Association as the certified exclusive collective bargaining representative for all teaching faculty employed by Eastern Michigan University, including professors, associate professors, assistant professors, instructors and librarians with faculty rank; but excluding deans, directors, department heads and other supervisory employees, lecturers, career army personnel in the Department of Military Science, and all other employees.

B. EMU shall not aid, promote or finance any other group or organization which purports to engage in collective bargaining on behalf of Faculty

Members in the Bargaining Unit covered by this Agreement.

C. It is the policy of EMU not to reduce the Bargaining Unit by arbitrary changes in titles or by the creation of new classifications.

ARTICLE IV. PAST PRACTICES

Except as modified by this Agreement, general personnel policies, formally approved by the Board of Regents prior to the date of this agreement, applicable to Faculty Members, shall not be changed except after notification to the Association of intent to change and negotiations to agreement or to impasse relative to the proposed change.

ARTICLE V. AGENT RIGHTS

A. EMU shall furnish the following information and data to the Association:

1. A list of the members of the Bargaining Unit, showing the name, rank salary, department, tenure status, date of tenure, time in rank, and date of birth. Such list shall be furnished within fifteen (15) calendar days after the execution of this Agreement and within fifteen (15) calendar days after the beginning of each semester thereafter. Interim changes including promotions, terminations, and changes to and from administrative status or part-time employment shall be furnished within the fifteen (15) calendar day of the end of the month in which the change occurs. Tentative notice of names and addresses of newly hired Faculty Members shall be furnished within fifteen (15) calendar days of the date such Faculty Members first appear on the payroll and receive a paycheck.
2. Copies of minutes of official meetings of the Board of Regents, Budget Requests, Program Revision Requests, and the Annual Audited Financial Statement as approved by the

Board of Regents for submission to the State Offices.

3. Section master listings as of the date of the "HEGIS" count, which is as of a date one-tenth (1/10) of the way through the semester. Such listings shall be furnished to the Association when furnished to the State Department of Management and Budget.

B. Association use of facilities and services:

1. The Association and association officers, for the purpose of carrying out its business, shall have the right to hold meetings in University facilities at such times and places as may be reasonably designated by EMU.
2. The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards designated by EMU.
3. The Association shall have the right to send the Association News Letter and other Association notices to Faculty Members through the EMU mail service provided such use of the mail shall not cause an unreasonable load on such system.
4. The Association shall have the use of a Centrex telephone in its office. All charges, including costs for installation and use shall be the responsibility of the Association.
5. The Association shall have the right to have one telephone number listed in the campus telephone directory.

C. Released time

A Grievance Officer designated by the Association shall be granted one-half (½) released timed during the terms or semesters he/she teaches for the purpose of acting on behalf of Faculty Members in the grievance procedure. The Association members of the Review Board provided in VII G. shall each be allowed one-fourth (¼) released time during the fall and

winter semesters. Not more than one person from any department shall be granted released time under this provision at any one time.

D. Selection of Negotiators

Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals and consider proposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board of Regents of the University and by the Association.

E. Copies of Agreement

Copies of this Agreement shall be printed at the expense of EMU within ninety (90) days after the Agreement is signed and presented to all Faculty Members now employed or hereafter employed (one copy for each Faculty Member) with thirty (30) extra copies for the Association. Additional copies shall be furnished to the Association at cost.

ARTICLE VI Dues Deductions

A. Amount of dues:

Within fifteen (15) days after receiving any list requried by paragraph V A.1, the Association will (a) notify EMU of the names of the Faculty Members who are members of the Association, and (b) certify on a copy of said list the periodic dues payable thereafter by each Association member named on said list.

B. Dues Deduction

Within thirty (30) days after receiving the initial list required by paragraph A. and thereafter during the term of this Agreement and subject to the requirements of any changed list required by paragraph V. A.1, EMU shall, for each Fa-

culty Member named on said lists who (a) has on each payroll date sufficient compensation due him/her from EMU and (b) who has on a form satisfactory to EMU and the Association authorized EMU to do so, deduct from such Faculty Member's compensation in equal amounts the periodic dues so listed as payable to the Association for his/her account. Amounts so deducted shall be remitted to the Association within ten (10) working days after the end of each month.

In the event the amount of dues is changed by the Association at any time during this Agreement, EMU will be so notified and deductions will be made accordingly, provided such deductions are properly authorized by the Faculty Mem[illegible].

ARTICLE VII. GRIEVANCE PROCEDURE

A. Scope

Except as otherwise specificaly provided in this Agreement, any grievance of a Faculty Member or group of Faculty Members shall be adjusted as stated in this Article VII. A grievance is defined as an allegation that there has been a breach, misinterpretation, improper application, or failure to act pursuant to this Agreement. Any individual Faculty Member or group of Faculty Members at any time may present grievances to EMU and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been informed in writing of the adjustment and has raised no objections thereto.

B. Construction

Nothing in this Article VII shal prevent informal adjustment of any grievance and the parties intend that, so far as reasonably possible, every

grievance will be resolved between the Faculty Member and the administrative agent of EMU immediately involved. Except as provided in Paragraph VII. D. of this Agreement, Steps One, Two, and Three of the grievance procedures as set forth in Paragraphs VII. E. through VII. G. of this Agreement shall be pursued to completion before any application for arbitration may be made under Paragraph VII. H. unless the parties to this Agreement enter into a written waiver of those steps and agree to proceed directly to arbitration. No Faculty Member or group of Faculty Members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

In computing any time limit specified under this Article VII, Saturdays, Sundays and holidays will be excluded.

C. Basic Provisions

1. At the third step of the grievance procedure and at arbitration hearings the grievant(s) shall have the right to have legal counsel present at his (their) own expense.
2. Unless adjusted by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the administrative agent shall permit the grievance to proceed to the next step.
3. A Faculty Member who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

D. Procedure and Time Limits: Initiation

Either a Faculty Member or group of Faculty Members may initiate a grievance by serving signed written notice of it to the department head or the designated administrative agent, with a copy to the Association. A grievance may be initiated at Step Two, provided that the department head or the designated administrative

agent and the appropriate representative of the Association agree in writing to waive Step One. A grievance may be initiated at Step Three, provided that the Dean or the designated administrative agent and the appropriate representative of the Association agree in writing to waive Step Two. Such notice shall concisely state the facts upon which the grievance is based and the provisions of the Agreement which have been violated, and specify the relief and remedy sought. Such notice shall be filed within fifteen (15) days after the Association or the Faculty Member or Members on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If no notice is served in that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of written notice of the grievance.

E. Procedure and Time Limits: Step One

Upon receipt of the written grievance, the department head or the designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s), and with the appropriate representative of the Association if requested by the grievant(s). This discussion shall be completed within seven (7) days after the required initiation notice if filed. If the grievance is adjusted to the satisfaction of the grievant(s) and the administrative agent, at this step, the adjustment will be reduced to writing and signed by the parties, with a copy to the grievant(s) and to the Association. If the Association presents written objection to the adjustment within five (5) days of receipt thereof, the grievance shall be referred to Step Two. If there is no agreement, the administrative agent must present his/her reasons in writing to the grievant(s), with a copy to the Association. The administrative agent shall provide the written adjustment or the reasons for denial of the grievance within five (5) days following the Step One meeting.

F. Procedure and Time Limits: Step Two

If the grievance is not adjusted in Step One the Faculty Member or Group of Faculty Members or the Association may within five (5) days of the Step One written answer request in writing that the grievance be presented to the appropriate Dean or administrative agent, setting forth his/her (their) objections to the Step One answer. Upon receipt of the written appeal or of the signed written notice when initiation is at Step Two, the administrative agent shall arrange a meeting to discuss the grievance with the grievant(s), the appropriate representative of the Association, and the department head or administrative agent involved. This discussion shall be completed within seven (7) days after the filing of a request to have the grievance considered in Step Two. If the grievance is adjusted to the satisfaction of the grievant(s), the Association and the administrative agent, at this step, the adjustment will be reduced to writing and signed by the parties, with a copy to the grievant(s) and to the Association. If there is no agreement, the administrative agent must present his/her reasons in writing to the grievant(s), with a copy to the Association. The administrative agent shall provide the written adjustment or the reasons for denial of the grievance within five (5) days following the Step Two meeting.

G. Procedure and Time Limits: Review Board

If the grievance is not adjusted in Step Two, the Faculty Member or group of Faculty Members or the Association may within five (5) days of the Step Two written answer, submit the grievance through the office of the Vice President for University Relations or his/her designated representative, to the Review Board, which shall consist of not more than three (3) persons designated by EMU and an equal number of persons designated by the Association. The Review Board shall promptly arrange a meeting to discuss the grievance and the written answers and

appeals, or the signed written notice when initiation is at Step Three, with the grievant(s) and such other persons as the Board deems appropriate.

This discussion shall be completed within ten (10) days after the filing of the request to have the grievance considered in Step Three. If the grievance is adjusted to the satisfaction of the Association and EMU, at this step, the adjustment will be reduced to writing and signed by the Association and EMU. The adjustment will be final and binding upon all parties.

H. Procedure and Time Limits: Arbitration

If the grievance is not adjusted in Step Three, the Association may submit the grievance to final and binding arbitration. Within ten (10) days after final consideration by the Review Board the Association shall notify EMU of its intention to submit the dispute to arbitration and EMU and the Association shall meet for the purpose of selecting a neutral person to arbitrate the dispute. In the event the parties are unable to agree upon the selection of a neutral person, the selection shall be made in accordance with the procedural rules of the American Arbitration Association. Submission to the American Arbitration Association shall be written, with simultaneous written notice to EMU, and if not filed and noticed within thirty (30) days after the completion of Step Three, the grievance will be barred. An arbitration requested hereunder may be conducted under the Expedited Labor Arbitration procedures of the American Arbitration Association, if that procedure is agreed upon by both EMU and the Association. If the parties do not agree on the expedited procedure, then the grievance will be arbitrated under the then current voluntary labor arbitration rules of the American Arbitration Association through its conventional process. All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Paragraph VII. I. in this Agreement.

I. Procedure and Time Limits: Arbitration: Arbitrator's decision and award

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he exercise any responsibility or function of EMU or the Association. This is not intended to restrict the authority of the arbitrator to determination of issues of procedural compliance only, and he shall have authority to determine substantive questions properly presented in accordance with the terms of this grievance procedure. The decision of the arbitrator will be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties to this Agreement will bear their own expenses individually and share the arbitrator's fees and expenses equally.

ARTICLE VIII. LAYOFF AND RECALL

A. Requirements

Should EMU determine to reduce the number of Faculty Members within a department or program owing to an enrollment decline or a reasonably anticipated enrollment decline[1]; or owing to its curtailment or elimination or owing to a bona fide financial exigency, the following procedures shall be followed:

1. EMU shall notify the Association of its intent to reduce Faculty Members in a department(s) or program(s).
2. Prior to a decision to curtail or eliminate a department or program for reasons other than financial exigency, EMU shall seek the recommendations of the Faculty regarding the need for and plan for effecting such curtailment or elimination through the Faculty input procedures specified in Article XIII.

B. Layoff Procedures

Provided that the Faculty Members being re-

tained can carry out the full range of instruction needed, the following layoff procedures shall be implemented:

1. Adjustments other than release of regular Faculty Members (distributing teaching load of spring/summer terms so that faculty members may be retained for two semesters in each calendar year, with combined spring/summer terms being treated as one semester, i.e. Plan C) shall be utilized before actual faculty reduction.
2. Regular, full-time Faculty Members shall have priority for retention over temporary and part-time staff and Teaching Fellows in the same department.
3. Tenured Faculty Members shall have priority for retention over probationary Faculty Members in the same department or program.
4. Between probationary Faculty Members, the Faculty Members with the higher rank shall have priority for retention.
5. Between probationary Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:
   a. Length of service in rank.
   b. Highest relevant academic degree.
   c. Total length of service at EMU.
   d. Date of highest relevant academic degree.
6. Between tenured Faculty Members the Faculty Member with the higher rank shall have priority for retention.
7. Between tenured Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:
   a. Length of service in rank.
   b. Highest relevant academic degree.
   c. Total length of service at EMU.
   d. Date of highest relevant academic degree.

8. A change in regular appointment from full-time to part-time service may be offered as an acceptable substitute for layoff. Rank shall be maintained with part-time salary proportionate to the base full-time salary. The Faculty Member shall be retained in the Bargaining Unit and shall receive such fringe benefits as are provided by EMU policy for part-time faculty. The Faculty Member shall be returned to full-time service in accordance with the recall procedure.

9. Members of the Bargaining Unit on layoff status shall be given preference over new hires in filling positions which are available in the University, for which they are qualified.

10. Tenured Faculty Members who are subject to layoff shall receive notice of at least two (2) semesters prior to the effective date of the layoff or pay in lieu thereof. Non-tenured Faculty Members who are subject to layoff shall receive notice of at least one (1) semester prior to the effective date of the layoff or pay in lieu thereof. For purposes of this provision, the spring and summer terms shall constitute one (1) semester.

C. Recall Procedures

Recall shall be in the inverse order of release provided the Faculty Member being recalled is qualified for the available position. It is the responsibility of the released Faculty Member to keep EMU informed of where he/she may be reached readily. Declining or failure to respond within thirty days to an opportunity to return to a former position will result in removal from further consideration under this provision. The released Faculty Member's position shall not be filled by a replacement within a period of two years unless the released Faculty Member has been offered reappointment and has declined or has failed to respond within thirty (30) days.

1. Layoffs based upon an enrollment decline or a reasonably anticipated enrollment decline can be made only to the extent that they do not cause the remaining Faculty Members in the affected department or program to exceed the departmental equivalent to the 12 hour norm.

ARTICLE IX. PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

A. Professional Responsibilities

EMU and the Association agree that the primary professional responsibility of Faculty Members is teaching (which includes academic advising) or professional library service. Further, EMU and the Association agree that Faculty Members have additional professional responsibilities in such areas as orientation, registration, participation in committee activities, keeping posted office hours which are scheduled at times most beneficial to students, and participation in ceremonial academic functions such as convocations and commencement.

B. Outside Professional Work

Supplemental employment for teaching Faculty, includes counseling, advising, research, honorariums, demonstrating, teaching, and other such services for which remuneration is received (above actual expense). Such supplemental employment may be permitted providing:

1. It appears that supplemental employment will not interfere with the performance of University duties or impair the effectiveness of the individual as a teacher and a scholar.
2. EMU equipment, supplies, materials, or clerical services may not be utilized for such outside work.
3. Prior to undertaking such outside work, the faculty member must report to the department head the nature, extent, and expected duration of such work.

4. Such reports shall be made on forms provided by EMU and shall also be updated at the beginning of each semester or whenever a significant change in outside employment occurs. Such reports, including the number of hours and time during which the supplemental employment is to occur, shall be filed with the department head, who shall report the same to the dean or appropriate administrative officer.

   Should the Vice President for Academic Affairs determine that the Faculty Member's supplemental employment clearly interferes with the performance of the Faculty Member's University duties, he/she may be requested to end or modify such supplemental employment as a condition of continued employment as a full-time Faculty Member.

C. Work Load

1. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Faculty Member, it is assumed that a 12 credit hour load is the norm for the Fall and Winter Semesters. Department heads are responsible for structuring schedules to take into account large sections of a single course, laboratory supervision and planning, supervision of special learning activities, supervision of field activities such as practice teaching, clinical affiliation, internship, etc., and at the same time maintain a level of credit hour production consistent with University responsibility.

2. Full-time Faculty Members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week, scheduled with the approval of the department head.

3. It is further recognized that Faculty Members

must be encouraged to do research in their specialties and to have opportunities for furthering their professional development because the quality of their teaching depends on remaining intellectually vital and abreast of new developments in their fields. Therefore, research, reading, writing and attending professional conferences are viewed as legitimate and necessary faculty activitiy. However, these activities must not interfere with the primary responsibilities of teaching and advising students.

4. Workload of teaching faculty during the spring and summer sessions shall be adjusted accordingly.

5. The normal full-time workload for library Faculty Members shall be 37½ scheduled hours per week.

6. EMU and the Association recognize the need for a thorough study of faculty workloads in the academic year and in the spring and summer sessions.

   A joint committee with four representatives of EMU and four representatives of the Association will study all elements of faculty workloads at the University and shall develop general criteria for the establishment of departmental credit hour equivalencies.

   The committee members shall be appointed by the respective parties within ten (10) calendar days of the ratification of this Agreement by the parties. It is the intent of the parties to complete the general criteria for their use in developing the Fall 1977 class schedule.

7. In implementing the provisions of subparagraphs IX. C. 1. 2. and 3. and in establishing departmental credit hour equivalencies, there shall be faculty input in accordance with the procedures of Article XIII.

D. Faculty Members shall not be required to be on campus during official University holidays, the Thanksgiving Recess, Spring Recess and Easter Recess.

Post-sessions shall not be counted as a part of the Plan C obligation except when necessary to fulfill an equivalent work load requirement for a Fall or Winter Semester as defined in Article IX. C.

ARTICLE X. COMPENSATION

A. Salary Period

All salaries determined according to the terms of this Agreement shall be effective as of the first day of the fall semester of 1976 and shall remain in force until the first day of the fall semester of 1978 as provided for in this Agreement.

B. Salary Adjustment for Promotion

Members of the Bargaining Unit who are promoted during the stated time of this agreement shall receive salary adjustments as listed below:

Type of Promotion	Salary Adjustment
Instructor to Assistant Professor	$500
Assistant Professor to Associate Professor	600
Associate Professor to Professor	700

For determination of salary increases in subsequent years, the salary adjustment for the promotion shall be treated as part of base pay.

C. Salary Adjustments for Completion of Earned Doctorate

Faculty Members of the Bargaining Unit who meet the requirement for the earned doctorate as certified by the granting institution, and who have not previously held such a degree, shall have added to their regular annual salary the sum of $900. If the degree is received after the beginning of the fall semester, the salary adjustment shall be prorated according to the time

remaining on his/her academic year appointment, with the balance being paid during the next academic year appointment. For determination of salary increases in subsequent years, the salary adjustment for this degree shall be treated as part of base pay.

D. Spring, Summer, Pre and Post Session Salaries

1. The base contract year shall consist of two semesters for a total of 32 weeks. Further, Faculty Members will make themselves available for advising the week prior to the beginning of each semester. The contract period for spring session shall consist of 7½ weeks. The contract period for the summer session shall consist of either 6 or 7½ weeks, whichever is appropriate. When necessary and appropriate for a Faculty Member to teach on a continuing basis (year around), appointment may be one of two types:
   a. Salary shall be determined at 133% of base contract salary and the appointment shall be considered as a 12-month teaching appointment.
   b. Salary shall be annualized at 125% of base contract salary and the Faculty Members shall teach 5 out of 6 semesters during a two-year period.
   c. For those Faculty Members whose base contract year includes spring and summer sessions as a semester, the contract period for the combined terms shall be 16 weeks. Further, Faculty Members will make themselves available for advising the week prior to the beginning of such a semester.
2. Compensation for spring and summer shall be determined as follows:
   a. Spring session (7½ weeks) 22% of base salary
   b. Summer session (6 weeks) 18.5% of base salary

c. Summer session (7½ weeks) 22% of base salary

d. Compensation for short term workshops shall be determined on the basis of 3 percent of base salary per week.

E. Compensation for Field Service Teaching

1. Salaries for teaching Field Services classes shall be at the following rates:
   a. $340 per credit hour for classes located at centers less than 35 miles from EMU.
   b. $360 per credit hour for classes located at centers from 35 to 70 miles from EMU
   c. $380 per credit hour for classes located at centers beyond 70 miles from EMU

   The established Field Service Mileage shall apply.
2. Reimbursement for use of personal cars, when used in lieu of a motor pool vehicle and approved by the account executive prior to the trip, will be made at the rate of 15¢ per mile, or at such increased or deceased rate as EMU may establish as general policy for University employees in the future.
3. When two (2) to five (5) Faculty Members are scheduled to teach in the same community on the same evening at approximately the same time, the transportation allowance referred to in 10. E.2 is provided for one automobile.

F. 1976-77 Salary Adjustment

1. Prior to the granting of the 1976-77 salary adjustment, each Faculty Member whose salary is less than the designated salary level based upon his/her rank, degree, and years in rank as shown in Appendix A shall receive a salary increase to such designated level effective at the beginning of the Fall Semester of the 1976-77 academic year.

   The adjustments provided herein are "one time" equity adjustments and this table shall not be the basis for any future adjustment under this provision.

The first year salary levels as shown on this table shall be the minimum salary for each rank for the 1976-77 and 1977-78 academic years.

2. Each Faculty Member shall receive a salary increase of $325 + 3% of salary effective at the beginning of the fall semester of the 1976-77 academic year.

G. 1977-78 Salary Adjustment

The Association and EMU agree that no later than August 1, 1977, the parties shall commence negotiations to determine the 1977-78 salary adjustment.

H. Fringe Benefits

1. EMU shall provide a summary description of the fringe benefits available to Faculty Members. It should be provided as soon as possible each year after the beginning of the fall semester.

2. Hospitalization - Medical Coverage

   a. EMU agrees to make available full family coverage, Blue Cross-Blue Shield MVF-1, with Master Medical Option IV and with the D-45 NM rider. Effective 10-1-76, the ML rider shall be added to the above coverage.

   b. EMU agrees to contribute toward the monthly cost of maintaining this plan at a rate not to exceed the applicable rate for full family, two persons, or single person coverage.

   c. EMU will make its contribution for the month following each month that the Faculty Member is on the payroll for more than half of the month, and for the first three months that the Faculty Member is off the payroll and absent because of a medical leave of absence due to injury or illness. Thereafter, the

Faculty Member will be responsible for his/her premium for the month following any month that he/she is on the payroll for half a month or less.

d. Any additional riders requested by the Faculty Member will be paid in full by the Faculty Member.

3. Group Life Insurance and Accidental Death and Dismemberment

a. Effective 10-1-76, EMU shall provide for all Faculty Members who during the first 30 calendar days following their first day of actual work, enroll for the Group Insurance Plan, life insurance in an amount equal to the Faculty Member's annual salary, rounded up to the nearest $1000, and Accidental Death and Dismemberment Insurance Coverage in an equal amount at no cost to the Faculty Member for a period of one year from the date of enrollment. Commencing with the month following completion of one year of coverage as provided above, EMU shall pay the cost of providing coverage in an amount equal to twice the Faculty Member's annual salary rounded up to the nearest $1000 and Accidental Death and Dismemberment in an equal amount (See Appendix B).

b. EMU's obligation for paying the cost of Life Insurance and Accidental Death and Dismemberment Insurance shall be subject to the same rules set forth in Article X. H. 2. C. for the payment of Health Insurance premiums.

c. Such Life Insurance Coverage shall terminate if the Faculty Member terminates his employment, provided that when a Faculty Member terminates his/her employment, he/she is covered for a grace period of thirty-one (31) days.

During such 31-day period, the Faculty Members may convert his/her Group Life Insurance, without medical examination, to an individual policy and the Faculty Member shall pay the full cost of such policy. The Faculty Member may select any type of individual policy then customarily being issued by the insurer, except term insurance or a policy containing disability benefits. The premiums will be the same as the employee would ordinarily pay if he or she applied for an individual policy at that time.

d. When a Faculty Member reaches age 65 and continues working, his/her insurance continues at a decreasing rate of coverage as can be provided at the normal cost per $1000 of insurance as provided in Appendix B. When a Faculty Member retires (providing he/she is over age 50 with 10 or more years of service), his/her coverage is automatically reduced to $1000 and such coverage shall be maintained at no cost to the Faculty Member. Changes in amounts of insurance based on changes in basic annual salary occur on each October 1st based on the basic annual salary on the preceding July 1st. Basic annual salary excludes supplemental appointments, and any other extra compensation.

4. EMU agrees to promote the continuation of the current Group Long-Term Disability insurance program or comparable Long-Term Disability insurance coverage. EMU agrees to contribute $0.50 per $100 of monthly benefit per month per insured Faculty Member toward the cost of maintaining such a program. The Faculty Member shall contribute the remaining amount of the monthly cost of the insurance. Such contributions shall be deducted from the Faculty Member's pay.

5. EMU agrees to continue to allow for the offering of the current short-term disability insurance with weekly benefits based on salary ($150 per week maximum). The Faculty Member selecting this insurance shall pay the full cost of the premium.

6. EMU agrees to continue to provide for Faculty Members to elect the Supplemental Retirement Annuity Program as an option to the existing Board approved Tax Deferred Annuity Program.

7. EMU shall insure all Faculty Members for any on-the-job injuries through workman's compensation insurance, as provided by the Michigan Workmen's Compensation statute.

8. EMU shall insure all Faclty Members traveling on official university business in a common carrier against accidental death or dismemberment up to a maximum of $100,000 per person and an aggregate of $500,000 per incident.

9. Travel at EMU Expense

   a. Policies

   1. Application for approved travel at University expense should be made to the Department Head at least seven days before a trip is taken by completing an APPLICATION FOR TRAVEL, Form B-6.
   2. Reimbursement for ordinary expenses incurred in travel for EMU is made according to the attached schedule of approved travel and subsistence allowance.
   3. For motor vehicle travel, a motor pool vehicle is to be used if one is available. When a motor pool vehicle is not available, reimbursement will be made for the use of a private vehicle if approved in advance by the account executive.

4. Costs of travel are charged to the departmental account of the authorizing office.
5. Reservations, schedules and all arrangements for travel and lodging are the responsibility of the traveler.
6. Persons traveling on official University business are covered by personal injury insurance of the University.

b. Travel Allowances

1. Reimbursement for use of personal cars, when approved by the account executive prior to the trip: In-state . . . 15¢ per mile.
   Out-of-state . . . Equivalent of Economy Air Fare.
2. Lodging and Meals

Lodging -	
Actual cost, but not exceeding	$25.00
Breakfast	2.00
Lunch	3.00
Dinner	6.00
Evening Snack while traveling after 11:00 P.M.	1.00

3. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the dean or department head. An explanation is required on the Travel Voucher, including the name of the convention. Membership dues to any organization ae not reimbursable.
4. Miscellaneous
   a. Conference Registration Fees Actual Cost
   b. Tips (hotel only) 1.00
   c. Parking Actual cost
   d. Telephone Calls EMU business only
   e. Toll Roads and Bridges Actual cost
   f. Area Travel, such as Limo to and from Terminals Actual cost

5. Receipts are required for:
   a. Lodging
   b. Toll Roads and Bridges
   c. Common Carrier transportation (plane tickets, etc.)
   d. Conference Registration Fees
   e. Parking over $1.00

10. EMU shall continue to provide parking at no charge for full-time Faculty Members.

11. EMU shall continue to provide Faculty Members with optional payroll deductions for the EMU Credit Union.

12. The travel reimbursement rates established herein shall be increased or decreased consistent with such rates established in the future by EMU as general policy for EMU employees.

ARTICLE XI. PERSONNEL FILES-FACULTY

A. Statement

An individual personnel file shall be maintained for each Faculty Member originating at the time of appointment by the Board of Regents; and containing relevant material from the applicant and candidate stages. Except as specified by XI. C. below, only materials from an identified source shall be included in the file. Identified source is interpreted to mean identified by name.

B. Administration

1. The office of the Vice President for Academic Affairs shall have custody and control of the individual personnel files. Departmental or college personnel files may also be maintained. Departmental or college files shall not include preemployment information, except those data reflecting academic records, vitae

supplied by the Faculty Member and correspondence between the department head and faculty member.

2. Information relating to payroll, fringe benefits, and other specialized type functions may be maintained in other departments to which such functions have been assigned.

3. Each Faculty Member has the right to know of each and every personnel file maintained on him/her as specified in "1" and "2" above.

4. The Association shall, upon request, be informed of the kind of information contained in such files provided for in B.2 above.

C. Contents

Personnel files may contain the following items (either originals or copies) and shall not include items other than those listed herein. When such items are presented by the Faculty Member with a written request for inclusion in his/her file, they shall be included as a matter of right.

1. Signed application form.
2. Transcripts supporting claim to academic work.
3. Documents supporting claim to professional training.
4. Letters, records describing work experience.
5. Copies of all statements of employment.
6. All documents relating to professional growth or performance.
7. All documents pertinent to resignation or discharge.
8. Documents indicating special competencies, achievements, scholarly research, academic, professional or other contributions.
9. Any statements that the Faculty Member wishes to have entered in response to or in elaboration of any other item in his/her file.
10. Medical records.

D. Access

1. On the written request of a Faculty Member, the Office of the Vice President for Academic Affairs will make available the personnel file of the Faculty Member for examination by a designated representative of the Faculty Member to be made in the presence of the Vice President or his/her designated representative.

2. Materials in the personnel files may be copied for use at formal hearings in the University.

3. The individual Faculty Member, on giving reasonable notice, shall have access to his/her own files excluding confidential letters of recommendation, during normal business hours under conditions which protect the integrity of the files, and shall have the right to copies of materials in his file at his own expense. He/she may at his/her option be accompanied by a representative of his/her own choice at the time the file is examined.

4. The President and his/her designated representatives shall have access to the personnel files for official University purposes, including, but not limited to:

   a. Maintenance of the files.
   b. Use at official University hearings.
   c. Use in court proceedings.
   d. Evaluations.
   e. Gathering of statistical information.
   f. Responding to inquiries from prospective employers for information and/or recommendations.
   g. Responding to requests for information from state or federal authorities charged with enforcement of civil rights, tax, or other statutes.

5. Personnel files maintained at college and departmental levels shall be open to approp-

riate administrative officers and their designated representatives and duly constituted faculty committee for official University business

6. Faculty Members have a right of inspection during normal business hours of information relating to payroll, fringe benefits and other similar specialized items of information which apply to the particular Faculty Member making the request.

7. EMU will not divulge any data or information from its files relating to any identified Faculty Member without the express written consent of the Faculty Member except as evidence in University hearings, as evidence in legal disputes or in response to compulsory legal process and except as provided in XI. D. 4. f. and g. This provision shall not prohibit publication of statistical information or other use of data in which no individual is particularly identified.

E. When EMU completes the development of an operable program for entering, maintaining and verifying data included in the Personnel Data Base File, as provided for by subsection XI. B. 2, each Faculty Member shall be provided with a printout of the information in the file for review and verification. Following this initial review and verification process, each Faculty Member shall, annually following his birthday, be provided with a record of the information in his/her file and be responsible for reviewing and verifying that information.

ARTICLE XII. FACULTY APPOINTMENTS, REAPPOINTMENT AND TENURE, TERMINATION AND SUSPENSION, EVALUATION AND PROMOTION

A. Appointments, Reappointment, and Tenure

1. Notice

   The terms and conditions of every appointment to the Faculty will be stated or confirmed in writing to the Faculty Member. Any subsequent extensions or modifications of an appointment and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing, and a copy will be given to the Faculty Member.

2. Appointments

   a. With the exception of special appointments not to exceed two (2) years, and the reappointment of retired Faculty Members on special condition, all full-time appointments to the rank of Instructor or higher shall be of two kinds:

      (1) probationary (working toward academic tenure) appointments.
      (2) appointments with academic tenure.

   b. Probationary appointments will be for one (1) year, subject to renewal or termination at expiration date. The total duration of the probationary period will depend upon the rank at which the initial appointment was made, as follows: Professor, two (2) years; Associate Professor, three (3) years; Assistant Professor, four (4) years; Instructor, five (5) years.

   c. Appointments with tenure will be permanent and continuous and may be terminated only for reasonable and just cause, except in case of retirement for age, disability, or lay-off as provided for in Article VIII. The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the

function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University, academic tenure is awarded to a Faculty Member only after he/she has proven herself/himself to be a worthy member of the University community.

3. Procedure for Appointments, Reappointments, and Academic Tenure
   a. Recommendations for appointment, reappointment and tenure will be made pursuant to the system as specified in Article XIII, and only after careful professional review including consideration of evaluation reports, (in cases of reappointments and tenure).
   b. Recommendations for appointment, reappointment or granting of tenure shall be forwarded in order to the department head or the appropriate administrative agent, the Dean of the College, the Vice President for Academic Affairs, the President and the Board of Regents for approval or disapproval. In the event of the disapproval of any recommendation, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.
   c. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified or does not meet the published description of the position.
4. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured faculty or of faculty ranks in the University or any division thereof.

5. Faculty Rank and Tenure Status - Non-Bargaining Unit Employees

   a. A non-bargaining unit employee not previously a member of the Bargaining Unit but who has faculty rank at EMU who is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank, unless the probationary period is waived by EMU and by a majority vote of the Faculty Members of the Department in which rank is to be held at the time of initial appointment (as a non-bargaining unit employee) or at some later time.

   b. A non-bargaining unit employee who has faculty rank at EMU who has been previously granted tenure while a member of the Bargaining Unit shall, if returned to the bargaining unit, have his or her tenure recognized.

   c. A non-bargaining unit employee who was previously a member of the Bargaining Unit and transferred out of the Bargaining Unit while a probationary employee shall, if returned to the Bargaining Unit, have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Bargaining Unit, except that such probationary period shall not be less than two (2) years. The probationary perod may be waived by EMU and by a majority vote of the Faculty Members of the Department in which rank is to be held at the time of initial appointment (as a non-bargaining unit employee) or at some later time.

   d. Previous service as a member of the teaching faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be consi-

dered as previous membership of the Bargaining Unit.

e. The tenure restrictions provided herein shall not apply to non-bargaining unit employees holding tenure as of the effective date of this agreement.

f. Faculty rank in any department shall be granted to a non-bargaining unit employee only after providing for the input of the Faculty Members of the Department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.

B. Terminations and Suspensions

1. Termination of non-tenured appointments.

Written notice to a non-tenured Faculty Member that his/her appointment is not to be renewed will be given in advance of the expiration of that appointment, as follows:

a. No later than March 1st of the first academic year of service, if the appointment expires at the end of that year; or if a one-year appointment expires during the academic year, at least three (3) months in advance of its termination;

b. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during an academic year, at least four (4) months in advance of its termination;

c. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the institution.

2. Termination for Reasonable and Just Cause

a. Reasonable and just cause for termination will be related directly and substantially

to the fitness of the Faculty Member in his/her professional capacity and limited to serious professional misconduct, failure to meet professional responsibilities as set forth in Article IX, or incompetence as determined through the evaluation procedure XII. C.

Intentionally causing injury to persons and/or damage to property, forcibly interrupting the normal daily teaching, research or administrative operation of the University, or directly inciting others to engage in such actions shall also constitute reasonable and just cause.

b. Termination of a Faculty Member with tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by:

(1) discussions between the Faculty Member and appropriate administrative officers (department head, dean, Vice President for Academic Affairs, President) looking toward a mutual settlement;

(2) a statement of reasons, framed with reasonable particularity by the Vice-President for Academic Affairs;

(3) within ten (10) days of the presentation of the statement of reasons, at the request of the Faculty Member an impartial hearing committee composed of tenured Faculty Members in the Bargaining Unit shall be provided as follows:

One (1) Faculty Member from the college concerned designated by the Association
One (1) Faculty Member designated by the President
One (1) Member of Full or Associate Professor's rank from outside the col-

lege concerned, chosen by the other two, to act as chairperson.

(4) The recommendation of this committee shall be delivered within thirty (30) days of its selection. The Faculty Member involved shall have the right to representation by the Association or by any person of his/her choice, and the right to confront his/her acusers and to cross-examine witnesses. The recommendation of this committee shall be transmitted to the President, who shall, within five (5) days, provide for an opportunity for response in case of a recommendation adverse to the Faculty Member involved before transmitting the case to the Board of Regents. In case the committee concludes there is no adequate cause for dismissal, but the President rejects its recommendation, he/she shall state, in writing within five (5) days, his/her reasons for doing so to the Committee and to the Faculty Member, with opportunity for response, before transmitting the case to the Board of Regents.

3. Termination for Medical Reasons

   Termination of a tenured appointment, or of a non-tenured or special appointment, for medical reasons, will be based upon clear and convincing medical evidence which shall, if the Faculty Member so requests, be reviewed by the grievance procedure specified in Article VII.

4. A Faculty Member may be suspended for reasonable and just cause. Suspension of a Faculty Member shall be done only by the President. The issue of with or without pay shall be determined by the circumstances of the suspension.

5. Decisions to suspend or to terminate shall be subject to the grievance procedure provided for under Article VII of this Agreement, commencing at Step Three of the grievance procedure.

C. Evaluation

1. Faculty Evaluation

Each probationary Faculty Member shall annually and each tenured Faculty Member shall at least biannually, be systematically evaluated.

a. Criteria for Faculty Evaluation

Specific procedures, criteria and evaluation techniques developed in accordance with the Faculty input system as provided for in Article XIII. B. shall be used for conducting faculty evaluations.

b. The required and most important criterion is instructional effectiveness and commitment to students. The teaching faculty should give evidence of ability to lead students of varying capacities into a growing understanding of the subject matter, tools, and materials of the profession. The Faculty Member should demonstrate his/her continuing concern for teaching effectiveness through methods of presentation, instructional materials and evaluation of students, and awareness of developments in his/her field.

c. Evaluation techniques include, but are not limited to, self-evaluation, classroom visitations, student evaluation of teaching, department head evaluation, peer evaluation, and assessment of academic advising of students and teaching materials utilized. In the case of non-teaching faculty, satisfactory professional performance shall be the equivalent of instructional effectiveness.

d. In addition, the Faculty Member must

satisfy one of the enumerated statements in each of the following criteria:

(1) University service

(a) The Faculty Member should give evidence of assisting colleagues in department activities and of identifying new needs in the department.

(b) Interest and activity should extend beyond the department into areas such as university and college-wide committees, student activities and professionally related community affairs.

(2) Professional Development

(a) Faculty Members must maintain a high level of knowledge and expertise in their areas of specialization and must actively involve themselves in pursuing this goal.

(b) The Faculty Member's capacity to advance the corpus of educational insight and/or knowledge is demonstrated by scholarly investigation into educational issues or problems, especially investigation or creative activity which has been published or otherwise disseminated among the practitioners of his/her discipline or among a wider community.

2. Procedures for Faculty Evaluation

a. The department head shall provide each Faculty Member with the opportunity to bring his/her record of professional preparation and achievement (degrees, publications, etc.) up to date annually and deposit these addtional records in his/her offical personnel file and/or departmental file. The department head shall also secure the results of all evaluations undertaken for the assessment of criteria in XII. C.

1 and make them available to the evaluation committee.

b. Evaluaton procedures shall be initiated in order that all reappointment, tenure, promotion and termination decisions may be made in accodance with the time schedules provided for in this Agreement.

c. Upon completion of the evaluation of a Faculty Member, the committee shall prepare an evaluation report in consultation with the department head. If the head disagrees with the decision of the committee, he/she shall write his/her own recommendation to be included in the evaluation report. The Faculty Member evaluated shall be given a copy of the evaluation report, which he/she shall acknowledge by signing same. The evaluation report, including recommendations of the committee and the department head and all supporting documents, with any response from the Faculty Member, shall be placed in the Faculty Member's official personnel file.

d. It is recognized that the evaluation procedure is a continuing one, intended for constructive purposes. The department head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his professional performance.

3. Tenured Faculty Members in a department shall be given the opportunity, to present to the dean of the college their evaluation of the department with such effect as the dean shall determine. It is expected that such evaluation shall be made biannually.

D.

1. It is recognized that in certain academic dis-

ciplines attainment of specific degrees or prescribed number of credit hours may be less directly related to professional performance than in others. Academic attainment is stated below in terms of minimum degrees and credit hours. However, faculty committees may establish appropriate professional equivalencies for each of the acdemic requirements indicated below, subject to approval of the Vice-President for Academic Affairs. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

Instructor

Master's degree or equivalent preferred; at least a Bachelor's degree plus 12 hours of graduate credit or equivalent.

Assistant Professor

Two years as an Instructor, Doctor's degree or equivalent preferred; at least a Master's deree plus an additional 18 hours of graduate credit or equivalent.

Associate Professor

Four years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional 36 hours of graduate credit or equivalent.

Professc

Five years as an Associate Professor. Doctor's degree of equivalent preferred; at least a Master's degree plus an additional 60 hours of graduate credit or equivalent.

In each of the above instances, only years in rank at Eastern Michigan University shall be considered. In extraordinary cases, years in rank may be waived as a requirement for promotion.

2. Procedures for Promotion

a. A Faculty Member may initiate the promotion procedure by filing an application

form with the department head by December 15th of the year prior to the academic year in which he seeks the promotion. These forms are to be consistent with the criteria and procedures of this Agreement.

b. The application and supporting data of all applicants for promotion within the department shall be reviewed by a committee in consultation with the department head, utilizing the evaluation reports specified in Paragraph XII. C. of this Agreement. The department head shall write his/her recommendations, independent of the committee, and shall submit the recommendation, the committee report and all supporting data to the dean of the college or other appropriate administrative agent.

c. These applications shall then be reviewed at the college level according to procedures approved as provided by Article XIII. The recommendation at this level, together with prior actions, shall be forwarded to the Vice President for Academic Affairs.

d. The Vice President for Academic Affairs, in consultation with the Advisory Council for Academic Affairs, shall review the applications for promotion and shall forward his/her recommendations to the President by April 30th for his/her recommendation to the Board of Regents.

e. Promotions shall become effective upon Board of Regents' approval. Appropriate salary adjustments, according to Paragraph X. B. of this Agreement, shall be made at the beginning of the next academic year.

3. Applications for tenure, promotion or reappointment, which receive negative recommendations, shall be forwarded through re-

view channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection was based.

4. Faculty Members may withdraw their applications at any time upon written request at the appropriate level without prejudice. All materials specifically submitted by the applicant for the promotion procedure shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.

ARTICLE XIII. FACULTY COMMITTEES

A. Recognizing the necessity for meaningful faculty involvement in the area of selection and evaluation of faculty members, curricuum development, and utilization of financial resources, the following procedures for involvement of faculty shall be used.

B. Department and College Committees

1. There shall be in each department, college or division, including the Center for Educational Resources, a system providing for faculty input in the areas of personnel, instruction, and finance.

2. It is understood that existing structures established under the terms of the 1974 Agreement are acceptable insofar as they are consistent with the terms of the present Agreement.

3. Existing structures may be reviewed and changes made subject to approval on a secret ballot by a majority of the bargaining unit members in the department, college, divi-

sion or center concerned, subject to subparagraph 4. below.

4. Changes at the department level must be submitted through the appropriate college level structure, and approved by the dean or equivalent administrative agent. Changes at the college level must be approved by the Vice President for Academic Affairs. After the dean or the Vice President receives a proposed change, a statement of approval or reasons for disapproval will be returned within thirty (30) days of receipt of the proposed change.

C. In all sections of this agreement calling for faculty input, it is understood that such input will be through the structures developed in XIII B. above.

D. There shall be an advisory committee to the Vice President for Academic Affairs to act as consultants on policy matters to the Vice President in the areas of Personnel, Instruction, Finance and other areas as the Vice President may request.

The advisory committee shall consist of five faculty representatives selected by the Faculty with no more than one representative from any one college and four representatives appointed by EMU.

ARTICLE XIV LEAVES

A. Temporary Disability Leave

1. Definition

Working day shall mean any day of the week providing such day is a scheduled working day for the Faculty Member. A work week shall mean any five days of a regular week.

2. Temporary Disability Leave Credit

All Faculty Members are entitled to temporary disability leave benefits on the basis of

four (4) hours for each completed two week pay period of service, or major fraction thereof, during a semester or session in which they are scheduled to work. Disability leave credit may be accumulated to a maximum of 1600 hours.

3. Accumulation of Temporary Disability Leave

   While off duty because of illness all Faculty Members will continue to accrue four hours temporary disability leave credit per two week payroll period as long as they are scheduled to work and on the payroll even though they are absent from duty because of illness or injury. Faculty Members on leave of absence without pay will not accrue any temporary disability leave credit during such leave.

4. Return after Separation

   When a Faculty Member who has been separated from EMU returns, his/her previous unused temporary disability leave allowance shall be placed to his/her credit.

5. Use of Temporary Disability Leave Credit

   a. Temporary disability leave credit may be used on any working day on which a faculty member is scheduled to work.

   b. All absences due to illness or injury will be debited against temporary disability leave credit regardless of whether or not a substitute is provided. A Faculty Member will be considered absent if he/she fails to appear for his regularly scheduled duties because of illness or injury, and his/her temporary disability leave credit will be debited.

   c. A Faculty Member who agrees to substitute for an absent Faculty Member whose temporary disability leave is being debited shall, after the fourth (4th) calendar

day of such an absense, be compensated at the rate of $23.00 per credit hour class met or per two lab contact hours met.

d. If a Faculty Member elects to use his/her temporary disability leave while off duty because of a compensable accident or injury (one covered by Workmen's Compensation) and receive his/her full salary, the monetary value of the accrued temporary disability leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his/her full time salary and his/her compensation benefits from each pay period.

e. For any absence which is chargeable to temporary disability leave benefits, the Faculty Member may be required to file either a physician's statement or a sworn affidavit that the claim or absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the Faculty Member's pay will be reduced accordingly.

f. Whenever a Faculty Member has used all his/her temporary disability leave credit, he/she will be removed from the payroll until he/she reports back to work.

g. A Faculty Member who separates from EMU for retirement purposes and who is age fifty or older with 10 or more years of service, the last two (2) being continuous years of service at EMU, shall be paid for 50 percent of his/her unused temporary disability leave as of the effective date of the separation. Such payments are to be made at the Faculty Member's current rate of pay.

h. In the case of the death of a Faculty Member, payment of 50 percent of the unused temporary disability leave shall

be made to the beneficiary or the estate. Such payments will also be made at his/her most current rate of pay.

i. Temporary disability leave may be utilized by a Faculty Member for illness or injury of a member of the immediate family limited to the following provisions:

(1) Such use will be limited to three (3) days for any particular incident of illness or injury and to a maximum of six (6) days in any fiscal year, and

(2) "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, father-in-law, grandparents. Normally, requests for the above shall be made in advance to the department head.

j. A Faculty Member is allowed three (3) days off with pay for a funeral for a member of his/her immediate family as defined in i. (2) above. A Faculty Member who wishes to attend a funeral for someone outside his/her immediate family may take off one-half day with pay, with the permission of the department head. In either case time taken beyond the specified amount will be charged against the Faculty Member's temporary disability leave.

k. For the newly appointed Faculty Member, his/her temporary disability leave record will be credited with the leave credit expected to be accrued during his/her first year of employment. If the Faculty Member terminates his/her employment with EMU and has used temporary disability leave in excess of the amount actually earned, as provided for by the temporary disability leave policy, the overdraft will be deducted from the Faculty Member's last paycheck.

l. Faculty Members are provided the opportunity to use two (2) accumulated temporary disability days per year for personal use.

m. Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of this provision.

n. The University shall make available to each Faculty Member on a monthly basis a record of his/her accumulated temporary disability leave. This information will be available in departmental offices.

B. Medical Leave of Absence

Upon the request of a Faculty Member, he/she may be granted a medical leave of absence without pay for a period of up to one (1) semester. Such a leave may be extended for additional periods not to exceed a total of one (1) full year.

EMU may request a physician's statement in support of any request for such a leave, extension of such leave, and prior to a Faculty Member returning to work.

C. Military Leave of Absence

In cases of Faculty Members who enter active military service of the United States, or civilian services of the United States which are an essential part of the national defense program, the following provisions shall be applicable:

1. In all such cases, an application for leave of absence shall be presented through normal administrative channels to the Board of Regents and shall be considered by the Board in accordance with established policies. The application shall include a full statement of the facts of the case. Leaves shall not exceed one (1) year at a time. In the event renewals are desired, they may be requested through the proper channels either by the Faculty Member or the appropriate administrative head acting on his/her behalf.

2. Upon termination of duty with the government, EMU will reinstate the Faculty Member unless in the meantime fundamental changes have taken place which prohibit reinstatement. Because of the necessity of carrying on the essential functions of EMU and the consequent necessity of filling essential positions during periods of leave of absence, there can be no guarantee of reinstatement in the same capacity as that held at the time of entering the governmental service, but so far as possible, reinstatement will be in positions comparable to the former positions.

D. Annual Military Duty

A Faculty Member who has completed six (6) months of service at EMU and who is ordered to active duty during an academic period in which he/she is scheduled to work shall, on his/her request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service, not to exceed fifteen (15) working days in any calendar year. Such leave shall be credited as continuous service. If the Faculty Member's military pay is less than his/her regular EMU salary, EMU will pay the Faculty Member the difference.

E. Jury Duty

Faculty Members will suffer no loss in compensation when called upon to perform jury duty service. EMU will pay the difference between jury compensation and their regular EMU compensation. When a Faculty Member is temporarily excused from jury duty service, he/she is expected to return to work.

F. Child Care Leave

1. In cases of family need, including but not limited to the birth of a child, the adoption of a minor child, or the long-term illness (physical or mental) of a minor child, a Faculty

Member may apply for a leave of absence without pay of one semester. Except in emergencies, application for the leave must be made at least two months before the beginning of the semster for which the leave is requested. Leave may be granted to either parent or to any other relative having legal responsibility for the care and support of the child.

2. Such leave may be renewed but the total leave time shall not exceed one year. Except in emergencies, application for renewal shall be made at least two (2) months before the beginning of the next regular semester.

3. Such leave shall not cause the Faculty Member's employment status to be impaired upon his/her return.

4. In cases of family need, a Faculty Member may request a reduced workload for a period of up to two (2) semesters, at a rate of compensation proportional to the salary for his/her regular workload. Such reduced workload shall be applied for in the same manner as for a full-time leave.

G. Professional Leave

It is recognized that a policy permitting leave of absence without pay for professional objectives may under certain circumstances be beneficial to both the individual and the University.

1. Eligibility

To be eligible for a professional leave without pay, a Faculty Member shall have two (2) years of continuous full-time service at EMU and since a previous leave of absence. Under unusual circumstances, the requirement of two (2) years' continuous full-time service may be waived by the President.

2. Application for Leave

The Faculty Member shall submit in writing

to his/her department head the request for leave stating the reasons for the leave, the period of absence, and the date of return. The Faculty Member shall be notifed within thirty (30) days from the date of his/her request as to the recommended disposition of the leave.

3. Approval

It is recognized that all such leaves are to be at the convenience of EMU and subject to the approval of the respective administrative heads and the Board of Regents.

4. Length of Leave

Leave of absence without pay may be granted for the Fall semester, the Winter semester, or for a period of time not to exceed a 12-month period.

H. Political Leave of Absence

Leave of absence without pay may be granted upon request to any Faculty Member who has been nominated or appointed for a state or national office, for a period not to exceed twelve (12) months. Candidates for local office may also request leave of absence as necessary.

I. Exchange Professorships

a. Definition

Two Faculty Members, one from EMU and the other from another school system, two-year or four-year institution, may agree to exchange teaching and learning environments for not less than one semester and not more than one calendar year.

b. Requirements

Each partner must meet the minimum requirements for employment at the institution to which he/she is going. Both the institutions and the parties must agree in writing to the exchange and its conditions. The EMU Faculty Member must be tenured. EMU

may withhold its consent if it believes such an exchange is not in the best interest of EMU.

c. Title

The teacher from another location and the Faculty Member from EMU shall be referred to as "Exchange Professors" for the duration of the exchange.

d. Duties

Both Exchange Professors shall be expected to complete all conditions agreed to at the time of the formal exchange agreement, unless prevented by accident or other unforeseeable cicumstances, and to abide by the specific duties, regulations, and policies surrounding the exchange roles at the respective institutions.

e. Remuneration

The exchange Professor from EMU shall be paid by EMU during the exchange as if the faculty member were performing his/her normal duties at EMU. While exchanged, the Faculty Member shall be covered by all negotiated aspects of the current Agreement between the Association and EMU. The Exchange Professor at the University from another location shall receive no additional compensation from EMU for performing the work normally done by the incumbent, except for additional work such as extension teaching, the conducting of workshops etc.

f. Return after Exchange

A faculty member on an Exchange Professorship shall agree to return to service with EMU for two semesters in the year immediately following expiration of his/her leave, unless the President specifically waives or defers this obligation.

g. Expenses

The Exchange Professor from the Univer-

sity and from another location bear full responsibility for all expenses incurred either during the relocations or the stays at the respective institutions.

h. Conditions

Time spent as Exchange Professor shall count toward meeting time limits for promotion and eligibility for Faculty Research Fellowships and Sabbatical Leaves.

J. Exceptional Need Leaves

In case of exceptional need, leaves of absence without pay may be granted Faculty Members covered by this Agreement for valid personal reasons.

Such leaves may be for periods of up to one (1) semester and may be extended for periods not to exceed one (1) full year.

K. Approval of Leaves

It is recognized that all such leaves, except temporary disibility leaves, are subject to the convenience of EMU and subject to the approval of the respective administrative heads and the Board of Regents.

L. Effect of Leave without Pay on Seniority

Time spent on leave without pay will not be considered in determining whether the Faculty Member meets the time limits for decisions affecting promotion, tenure or eligibility for Sabbatical Leaves or Faculty Research Fellowships, except in the case of a Faculty Member who has received an appointment grant or non-EMU fellowship requiring a year's leave of absence. A Faculty Member who receives an appointment, grant or non-EMU fellowship requiring a year's leave of absence may have such time on leave considered in determining whether the faculty member meets the time limits for decisions affecting promotion, tenure or eligibility for Faculty Research Fellowships, or Sabbatical

Leaves, provided prior approval is obtained from the department head. A maximum of one year will be considered.

M. Leave Conditions

1. Fringe Benefits

A Faculty Member who has been granted a leave of absence without pay may request in writing continuance of medical and life insurance coverage at the full group rate cost, and without EMU subsidy, for the period of the leave provided such insurance coverage is available. For those Faculty Members who are eligible for the EMU long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, long-term disability insurance coverage may be extended for the period of the leave at the Faculty Member's cost provided such insurance coverage is available. While insured during this period, the Faculty Member shall be eligible for long-term disability benefits during such a leave. Such benefits shall be calculated on the Faculty Member's basic academic year salary.

2. Return from Leave

If a Faculty Member does not return by the date of leave expiration, he/she shall be considered to have voluntarily resigned. Exceptions may be made by EMU.

3. Salary Increases

The base compensation rate of a Faculty Member shall be augmented by all general or special increases which he/she would have received had he/she not been on a leave which is approved through the regular channels.

N. Requests for Extension for Leaves of Absences

Normally, all requests for extension of leaves of absence must be made in writing to the Faculty Member's department head no later than ninety

(90) days prior to the end of his/her leave or as specified in the sections above. The Faculty Member shall be informed in writing of the decision regarding such a request within sixty (60) days of the receipt of the request.

O. Status after Leave

All members of the Bargaining Unit who take any leave described in this Article shall continue to be deemed Faculty Members and such leaves shall not cause an impairment to their employment status.

ARTICLE XV SABBATICAL LEAVES AND RESEARCH FELLOWSHIPS

A. Sabbatical Leaves

1. Sabbatical Leaves are granted for special study, research and/or writing, or other projects which would enhance the usefulness of the person to the institution, perform a service on local, state, national or international level, and/or bring prestige to the University.

2. The President, with the authority of the Board of Regents, shall determine the number of Sabbatical Leaves to be granted each year and shall grant such leaves to Faculty Members.

3. A Faculty Member shall have the choice of taking leave for one (1) semester at full salary or for two (2) semesters at one-half salary. During a Sabbatical Leave the Faculty Member's contract with EMU shall remain unimpaired.

4. Regulations governing Sabbatical Leaves
   a. An applicant shall have served at least twelve (12) semesters of regular full-time employment with EMU since his/her ini-

tial appointment or since a previous Sabbatical Leave. The elapsed semesters need not be consecutive, but no more than two (2) semesters will be counted from any one (1) fiscal year.

b. Applications for Sabbatical Leave shall include:

(1) The presentation of a definite plan for the scholarly use of the Sabbatical Leave.

(2) An indication of the specific semester(s) for which the leave is requested.

(3) A description of any fellowship and/or grant pending or secured at the time of making application for Sabbatical Leave.

(4) The applicant's agreement to return to service with the EMU for two (2) semesters in the year immediately following or to refund the compensation paid him/her by EMU during his/her leave unless this obligation is specifically waived or deferred by the President. In cases of death, accident, or illness, causing the Faculty Member to be unable to return, this obligation shall be waived.

5. Procedures

Applications for Sabbatical Leaves for either semester shall be submitted to department heads not later than October 15th of the academic year preceding the anticipated leave in accordance with established University procedures. Applicants for Sabbatical Leaves shall be notified in writing no later than March 1st of the academic year preceding the anticipated leave of absense as to the recommended disposition of their applications.

B. Faculty Research Fellowships

1. In addition to the Sabbatical Leaves granted

under Article XV. A above, EMU shall provide Faculty Research Fellowships in direct support of research activities, thereby recognizing that on-going faculty research is an essential requisite of graduate level programs and an important element of professional growth and development affecting the quality and prestige of all programs.

2. Faculty Research Fellowships may include partial or full released time at full or partial salary as well as equipment, supplies, and travel allowances for the purpose of encouraging scholarly professional achievement and for the mutual benefit of the University and the grantee.

3. The level of funding for Faculty Research Fellowships shall be estabished by the President with the authority of the Board of Regents. Funds will be administered by the Vice President for Academic Affairs.

4. Departments in which Faculty Research Fellowships have been received may replace with temporary help that portion of faculty released time covered by Fellowship grants.

5. Faculty Members who desire a semester's leave of absence for study or professional activities not supported as provided in Article XV may request temporary use of Plan C, provided EMU determines such arrangement can be accommodated within scheduling and program limitations.

6. The Faculty Research Fellowship program shall be initiated in September, 1977.

C. Screening Committee

A broadly representative screening committee, consisting of six Faculty Members, one academic dean, and two academic department heads appointed by the President upon the recommendation of the Vice President for Academic Affairs, shall have the following duties:

1. Develop recommendations for establishing and implementing the Research Fellowship progam. The Screening Committee may request individual departments to submit proposed definitions of research appropriate to the various departments and may request input in other areas of the program as may be deemed appropriate.

2. Review and rank all applications for Sabbatical Leaves and Research Fellowships and transmit the findings to the Vice President for Academic Affairs who shall review them and make his/her recommendation to the President.

3. Make an annual report containing an account of the operation of the Sabbatical Leave and Research Fellowship programs during the preceding fiscal year, and recommendations concerning any matter relevant to the program, a copy of which shall be made available to the Association.

ARTICLE XVI SPECIAL CONFERENCES

At the request of the Association or EMU, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern.

All such conferences shall be arranged through the President of the Assocation or his/her designated representative and the Vice President for University Relations or his/her designated representative.

ARTICLE XVII RIGHT TO MANAGE

EMU retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michi-

gan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in EMU.

ARTICLE XVIII. STRIKES AND LOCKOUTS

A. It is agreed that on the part of the Association there shall during the term of this Agreement be no strike, stoppage of work or slowdown, and on the part of EMU no lockout.

B. In the case of any strike, slowdown, or other suspension of work not authorized the the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents, to be liable for damages; provided that the Association complies fully with the following:

1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.

2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those Faculty Members responsible for or participating in such violation, stating to them that:
   a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
   b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.
   c. The Association instructs the Faculty Members to immediately return to their respective jobs, submit any grievances they may have through the grievance procedure provided for in the Agreement.

ARTICLE XIX. OTHER PROVISIONS

A. Agreement contruction

The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

B. Saving Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, EMU and the Association shall immediately enter into collective bargaining for purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XX. DURATION AND AMENDMENT

This Agreement shall continue in full force and effect to and including August 31, 1978. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

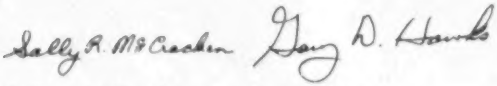
If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Ag-

reement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this 23rd day of September, 1976.

Donald W. Pearson
Chief, Negotiator
EMU Chapter of the
American Association
of University
Professors

A. Wayne Douglas
Director of Personnel



Sally R. McCracken,
President
EMU Chapter of the
American Association
of University
Professors

Gary D. Hawks
Vice President for
University Relations
and Secretary, Board of
Regents

APPENDIX A

ONE TIME EQUITY ADJUSTMENT TABLE

Years in Rank	INSTRUCTOR B.A.	INSTRUCTOR M.A.	ASSISTANT PROFESSOR M.A.	ASSISTANT PROFESSOR Ph.D.	ASSOCIATE PROFESSOR M.A.	ASSOCIATE PROFESSOR Ph.D.	PROFESSOR M.A.	PROFESSOR Ph.D.
15th or more			15200	16800	18500	19800	22800	23700
14th			15000	16600	18300	19600	22500	23400
13th			14800	16400	18100	19400	22200	23100
12th			14600	16200	17900	19200	21900	22800
11th			14400	16000	17700	19000	21600	22500
10th	12000	12400	14200	15800	17500	18800	21300	22200
9th	11700	12100	13900	15500	17200	18500	21000	21900
8th	11400	11800	13600	15200	16900	18200	20700	21600
7th	11100	11500	13300	14900	16600	17900	20400	21300
6th	10800	11200	13000	14600	16300	17600	20100	21000
5th	10500	10900	12700	14300	16000	17300	19800	20700
4th	10100	10500	12300	13900	15600	16900	19400	20300
3rd	9700	10100	11900	13500	15200	16500	19000	19900
2nd	9300	9700	11500	13100	14800	16100	18600	19500
1st	8900	9300	11100	12700	14400	15700	18200	19100

APPENDIX B

LEVEL OF COVERAGE AFTER ONE YEAR OF SERVICE

Examples of Salary Levels	Less Than 65*	Less Than 66	Less Than 67	Less Than 68	Less Than 69	69 and Over
$ 6,991 to 7,000	$14,000	$ 7,000	$ 5,600	$ 4,200	$ 2,800	$1,400
10,001 to 11,000	22,000	11,000	8,800	6,600	4,400	2,200
14,001 to 15,000	30,000	15,000	12,000	9,000	6,000	3,000
19,001 to 20,000	40,000	20,000	16,000	12,000	8,000	4,000
24,001 to 25,000	50,000	25,000	20,000	15,000	10,000	5,000

*Coverage equals two times salaray rounded up to the nearest $1,000.

NOTE: When an individual retires, his coverage automatically reduces to $1,000.

APPENDIX C
LETTER OF AGREEMENT

Any individual who has an appointment as a Lecturer shall be considered as a new hire upon the termination of his current appointment, when filling positions which are available in the University under the provisions of Art. VIII B. 9.

APPENDIX D
LETTER OF AGREEMENT

EMU and the Association agree to appoint a joint committee of equal representation to undertake a study of early retirement options during the 1976-77 academic year and report to the parties.

APPENDIX E
LETTER OF AGREEMENT

EMU and the Association agree that the general criteria developed by the joint committee which has been established pursuant to Article IX, paragraph IX C. 6., shall be used be used for the establishment of departmental credit hour equivalencies, and shall become University policy. It is further understood that the faculty input provided for in paragraph IX C. 6., refers specifically to the manner in which departmental equivalencies are to be established consistent with the general criteria developed by the committee.

A. Wayne Douglas
Chief Negotiator
EMU

Donald W. Pearson
Chief Negotiator
AAUP